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E.O. 12958: DECL: 09/15/2018
TAGS: MARR MASS MX PREL PTER
SUBJECT: AUTHORIZE CONCLUSION OF GSOMIA WITH MEXICO

Classified By: PM/RSAT O/D DAVID BAME, E.O. 12958, REASONS 1.4B, D

SUMMARY

¶11. (C) SUMMARY: U.S. Department of Defense and Mexican Navy reached agreement on the final text of the General Security of Military Information Agreement (GSOMIA) on September 2, 2008, which will set uniform rules across the Mexican Navy (SEMAR) for handling U.S.-origin classified military information. The GSOMIA should enable smoother and swifter exchange of such information with SEMAR, especially between military counterparts. PM AA/S Ruggiero signed the C-175 to authorize conclusion of the GSOMIA and approve its signature by Assistant Secretary of Defense (Homeland Defense and Americas, Security Affairs) Paul McHale. END SUMMARY.

¶12. (C) The GSOMIA agreement commits both sides to "substantially equivalent" treatment, handling, transmittal and storage of each others' classified military information. Exact procedures to implement the agreement are largely left up to each party to define, with periodic reciprocal security assessment visits to confirm that substantially equivalent procedures are in place. The GSOMIA should enable smoother and swifter exchange of such information with SEMAR, especially between military counterparts. See para 6 for bilaterally agreed GSOMIA text.

¶13. (C) It is our understanding that no further Mexican government approval is necessary for this agreement to enter into force in Mexico once signed, beyond the approval already granted by SRE.

¶14. (C) Agreement on the text culminates a negotiation process that began in 1981 and is expected to pave the way for the swift conclusion of a GSOMIA with the Mexican Army/Air Force (SEDENA). SEDENA has indicated that is would like to begin negotiations soon, taking the SEMAR text as a starting point

¶15. (C) Post is directed to execute the final GSOMIA with SEMAR. PM AA/S Ruggiero has approved the C-175 that authorizes ASD McHale to sign the agreement.

GSOMIA TEXT

¶16. (U) Begin bilaterally agreed GSOMIA text:

AGREEMENT BETWEEN THE DEPARTMENT OF THE NAVY OF THE UNITED MEXICAN STATES AND THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA CONCERNING SECURITY MEASURES FOR THE PROTECTION OF CLASSIFIED INFORMATION

INTRODUCTION

The Department of the Navy of the United Mexican States and the United States Department of Defense, hereinafter referred to as &the Parties,⁸ acting on the basis of mutual

cooperation to ensure the protection of classified information,

Have agreed as follows:

ARTICLE 1

Classified information provided directly or indirectly by one Party to the other Party or to an official or other representative of the other Party shall be protected under the terms set forth in this document and in a manner consistent with the laws and regulations of the receiving Party and any relevant international treaties to which Mexico and the United States are parties.

ARTICLE 2

Each Party shall immediately notify the other Party of any change in its laws and regulations that could affect the protection of the classified information referred to in this Agreement. In such cases, the Parties shall consult, with a view to amending this agreement as necessary. In the meantime, the classified information shall remain protected as set forth in this Agreement, unless the requesting Party is released from such obligation in writing.

ARTICLE 3

For purposes of this Agreement, &classified information⁸ is information generated by or on behalf of the Parties or information that is under the jurisdiction or control of either Department and requires protection in the interest of the national security of the Party by or on behalf of which it was generated. For the Department of Defense of the United States of America, classified information is limited to &classified military information⁸ and is marked &confidential,⁸ &secret,⁸ or &top secret.⁸ For the Department of the Navy of the United Mexican States, classified information is limited to &Classified Naval Military Information⁸ and it is marked reservado, confidencial, secreto, and alto secreto. The information may be oral, visual, electronic, magnetic, or in document form, or in the form of equipment or technology.

ARTICLE 4

No one shall be permitted to have access to classified information solely on the basis of his or her rank, position, or security clearance. Access to such information shall be granted only to individuals whose official duties require such access and to those who have been issued a personal security clearance in accordance with the standards established by the receiving Party. The Parties shall ensure that:

IA. The receiving Party shall not release information to any other governmental body, person, firm, institution, or organization of the receiving Party, or other entity of a third country, without the written consent of the Party providing the information;

IB. The receiving Party shall protect the information at a level equivalent to that given to it by the Party providing the information;

IC. The receiving Party shall not use the information for any purpose other than that for which it was provided, without the written consent of the Party providing the information;

ID. The receiving Party shall respect the intellectual property rights, such as patents, copyrights, or trade secrets, concerning the information;

IE. Each facility or establishment handling classified information shall keep a register of cleared individuals authorized to have access to such information within that facility or establishment.

ARTICLE 5

The determination to grant a personal security clearance shall be in accordance with national security interests and shall be based on all available information that indicates whether the individual is of unquestionable loyalty, integrity, and trustworthiness, and conducts himself or herself in a way that leaves no doubt as to his or her discretion or good judgment in the handling of classified information.

ARTICLE 6

The Parties shall conduct an appropriate, detailed investigation of their personnel to verify that the above-mentioned criteria have been met with regard to any individual authorized to have access to the classified information covered by this Agreement.

ARTICLE 7

Before a representative of a Party releases classified information to an officer or representative of the other Party, the receiving Party shall provide to the sending Party an assurance that the official or representative receiving the information has the necessary level of clearance and requires access to the information for official purposes. The receiving Party must also ensure that the information will be protected under the terms set forth in this document and in a manner consistent with the laws and regulations of the receiving Party and any relevant international treaties to which Mexico and the United States are parties.

ARTICLE 8

Authorization of the Parties for representatives of one Party to visit facilities and installations of the other Party when access to classified information is required shall be limited to those necessary for official purposes. Authorization to visit a facility or establishment shall be granted only by the Party in whose territory the facility or establishment is located, or by government officials designated by said Party.

The visited Party shall be responsible for notifying the facility or establishment concerning the visit, the scope and purpose thereof, and the maximum level of information that may be furnished during the visit. Requests for visits to Mexico shall be processed through the Office of the United States Defense Attach in Mexico, D.F., and for visits to the United States, through the Naval Attach of Mexico in Washington, DC.

ARTICLE 9

Each Party shall be responsible for the protection of the classified information of the other Party while the information is in transit or stored in its territory.

ARTICLE 10

Each Party shall be responsible for the security of all government, private, and military facilities and establishments in which the information of the other Party is stored, and shall ensure that for each facility or establishment, qualified persons are designated with responsibility and authority for the control and protection of the information.

ARTICLE 11

The information shall be stored in such a way as to ensure access only to those persons who have been authorized to have access to it, in accordance with Articles 4, 5, 6, and 7 of this Agreement.

ARTICLE 12

Classified information shall be transmitted between the Parties through the channels designated by the Parties. The minimum security requirements for the information during its

transmittal shall be as follows:

1A. Documents:

11. Documents or other media containing classified information shall be delivered in a double sealed envelope. The inside envelope shall indicate only the classification of the documents and the address of the receiving organization; the outside envelope shall indicate the address of the receiving organization, the address of the sending organization, and the registration number if applicable;

12. The outside envelope shall bear no indication of the classification of the documents or other media contained in the inside envelope. The sealed envelope shall be delivered in accordance with the regulations and procedures of the sending Party.

13. Receipts shall be required when packages are delivered containing classified documents or other media transmitted between the Parties; receipts for documents or other media contained in envelopes shall be signed by the final receiver and returned to the sender.

1B. Classified Equipment

11. Classified equipment shall be transported in covered vehicles, sealed or securely wrapped or protected to prevent it from being identified and to maintain it under constant surveillance to prevent access to it by unauthorized persons.

12. Classified equipment that must be stored temporarily pending delivery shall be placed in a secure area, protected by intrusion-detectors or by cleared guards who shall maintain ongoing surveillance of the storage area. Only authorized and appropriately cleared personnel shall have access to the storage area.

13. Receipts shall be obtained whenever the classified equipment changes hands during transit.

14. Receipts shall be signed by the final recipient and returned to the sender.

1C. Electronic Transmissions

Classified information transmitted electronically shall be encrypted.

ARTICLE 13

Responsibilities and procedures for monitoring the dissemination of classified information and access thereto shall be established.

ARTICLE 14

Each Party shall record the name of the sending Party of the classified information upon receipt. The information shall be marked with the security classification of the receiving country, which shall grant it a level of protection equivalent to that of the sending Party.

ARTICLE 15

Classified documents or other media containing classified information shall be destroyed by burning, shredding, reducing to pulp, or other means that prevent the reconstitution of the information contained therein.

ARTICLE 16

Classified equipment shall be destroyed, so that it becomes unrecognizable or modified in such a way that the classified information cannot be reconstituted either in whole or in part.

ARTICLE 17

When documents or other media containing classified information are reproduced, all the original security markings shall also be reproduced or marked on each copy. Such reproductions shall be subject to the same controls as the original document or medium. The number of copies shall be limited to the number required for official purposes.

ARTICLE 18

All translations of classified information shall be performed by individuals with security clearances in accordance with the provisions of Articles 5, 6, and 7. The number of copies shall be kept at a minimum and distributions shall be monitored. Translations shall bear the security classification and a suitable mark in the target language indicating that the document or medium contains classified information from the sending Party.

ARTICLE 19

Before the receiving Party releases any classified information it has received from the other Party to a contractor or prospective contractor, it must:

- IA. Ensure that the contractor or prospective contractor and its facilities are capable of protecting the information and are legally bound not to retransfer or otherwise use classified information for any purpose other than performing the contract in the case of a contractor, or responding to a solicitation in the case of a prospective contractor;
- IB. Grant the facilities an appropriate security clearance;
- IC. Grant an appropriate security clearance to those contractor personnel whose work requires access to classified information;
- ID. Ensure that all individuals with access to classified information are informed of their responsibilities to protect the information, in accordance with applicable laws and regulations;
- IE. Conduct periodic security inspections of the cleared facilities to ensure that the information is protected as required in this Agreement; and
- IF. Ensure that access to the information is limited to those persons with a need to know for official purposes.

ARTICLE 20

The sending Party shall be informed immediately of any lost or compromised information and of the possibility that such action or actions occurred with respect to its classified information. The receiving Party shall initiate an investigation to determine the circumstances; the results of the investigation, and any information related to the measures taken to prevent a recurrence shall be reported to the sending Party by the Party conducting the investigation.

ARTICLE 21

The implementation of security of information requirements may be promoted through reciprocal visits by the Parties, security personnel. In addition, security representatives of each Party may, upon consultation, be allowed to visit the other Party to discuss and review the procedures implemented by the other Party in the interests of achieving a reasonable comparability of security systems, in accordance with Article 18. Each Party shall support the security representatives in determining whether the classified information is being adequately protected.

All visits by designated officials will be official visits. The visits of the designated representatives of the Parties will not imply conduct of official functions in the territory of the receiving Party, which are reserved for the authorities of said Party.

For the conduct of these visits, the Parties will make best efforts to facilitate visas and other immigration assistance required for entry and exit of the designated representatives.

ARTICLE 22

¶A. This Agreement shall enter into force on the date of its last signature.

1B. Amendments to this Agreement shall be effected by mutual consent of the Parties and shall enter into force on their date of signature.

1C. This Agreement shall remain in force for a period of five years and shall be automatically extended each year, unless one of the Parties notifies the other Party in writing through diplomatic channels 90 days in advance of its intention to terminate the Agreement.

¶D. The termination of this Agreement notwithstanding, all classified information provided under this Agreement shall remain protected in accordance with the provisions set forth herein.

In witness whereof, the undersigned, duly authorized by their respective governments, have signed this Agreement.

This document has been done in duplicate in English and Spanish, each version being equally authentic.

//signed//

Admiral Mariano Francisco Saynez Mendoza
Secretary of the Navy
United Mexican States

//signed//

Paul McHale
Assistant Secretary of Defense
for Homeland Defense and Americas, Security Affairs
United States of America

Date:

Date:

End text.

¶7. Embassy should report the formal signature by cable and fax a copy of the English version to L/T at 202-647-9844. Post should follow this up by sending the original agreement to the Department, L/T, room 5420, att: Daphne Cook.

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